

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL NO. 35  
Plaintiff,

M.G.J. PAINTING, INC.  
Defendant.  
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) C.A. NO. 03-12562-PBS  
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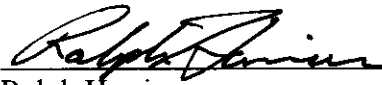
**DECLARATION OF DAMAGES AND TAXABLE COSTS**

Ralph Harriman deposes and says as follows:

1. I am employed as the Business Manager for Painters and Allied Trades District Council No. 35 (hereinafter "District Council"), located at 25 Colgate Road, Roslindale, MA 02131.
2. The District Council and Defendant M.G.J. Painting, Inc., are parties to a collective bargaining agreement that is a contract within the meaning of 29 U.S.C. § 185(a) and that, among other things, provides for final and binding arbitration of disputes arising under the agreement before the Joint Trade Board.
3. The District Council invoked the grievance and arbitration provision of the applicable collective bargaining agreement and submitted to arbitration a dispute with the Defendant that had arisen under the collective bargaining agreement.
4. The parties' collective bargaining agreement provides that the Joint Trade Board is authorized to hear and adjudicate "all questions of interpretation of this agreement and all grievances and complaints," and that the Joint Trade Board's decisions are binding as to the parties.

5. Following a hearing on the District Council's grievance, of which M.G.J. Painting, Inc., was given notice, the Joint Trade Board duly issued an award on October 3, 2003 sustaining the District Council's grievance against M.G.J. Painting, Inc., and awarding the District Council and its affiliated funds the amount of \$14,225.04. The payment was to be made within ten (10) days of receipt the award.
6. Defendant M.G.J. Painting, Inc., received a copy of the Joint Trade Board's Award via certified mail on October 4, 2003.
7. Plaintiff District Council's reasonable attorney fees and costs are \$974.88.
8. Interest owed at 18% annually since October 2003 is \$1707.04.
9. Based upon the foregoing, Defendant M.G.J. Painting owes the Plaintiff \$16,906.96.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 27<sup>th</sup> DAY OF MAY,  
2004.

  
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Ralph Harriman